

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
WESTERN DIVISION**

ILLINOIS VIPASSANA ASSOCIATION,

Plaintiff,

vs.

**AUTO-OWNERS INSURANCE
COMPANY,**

Defendant.

Case No.: 3:23-cv-50168

COMPLAINT

Plaintiff, Illinois Vipassana Association, by its attorney, Scott Green of The Law Offices of Scott Green, LLC, for its Complaint against Defendant, Auto-Owners Insurance Company, states:

PARTIES

1. At all times relevant, Plaintiff, Illinois Vipassana Association (“Plaintiff” or “IVA”), was and is a citizen of Illinois, being an Illinois not-for-profit corporation with its principal place of business in Pecatonica, IL, and was and is the owner of the property commonly known as 10076 Fish Hatchery Road, Pecatonica, IL 61063 (“the building” or “the insured property”).

2. At all times relevant, Defendant, Auto-Owners Insurance Company (“Defendant” or “Auto-Owners”), was and is a Michigan citizen, being a Michigan corporation with its principal place of business in Atlanta, GA and was and is authorized to do business in the State of Illinois and was and is engaged in the business of underwriting and issuing property and casualty insurance policies.

JURISDICTION AND VENUE

3. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332. The matter is one between citizens of different states and the amount in controversy exceeds \$75,000, exclusive of interest and costs.

4. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391 because the Plaintiff resides in this judicial district and the events giving rise to its claims occurred in this judicial district. Additionally, Auto-Owners does business and/or transacts business in this judicial district and, therefore, it is subject to personal jurisdiction in this district and resides here for venue purposes.

COUNT I
(Breach of Contract)

5. Auto-Owners issued to IVA a commercial property insurance policy effective June 6, 2020 to June 6, 2021, policy number 054604-07387608-20 (“the insurance policy”). A true and correct copy of the Policy is attached hereto as Exhibit “1”.

6. Under the insurance policy, Auto-Owners insured against risks of direct physical loss or damage to the insured property unless the loss is limited or excluded.

7. Loss caused by fire is not excluded or limited under the terms and conditions of the insurance policy and, as such, fire is a covered risk under the insurance policy.

8. On or about May 14, 2021, while the insurance policy was in full force and effect, the insured property sustained fire damage.

9. IVA submitted a claim, claim number 300-0236989-2021 to Auto-Owners under the insurance policy for its losses and damages from this fire occurrence.

10. IVA has substantially performed all conditions required by the insurance policy to be performed by it, including, but not limited to, giving prompt notice of the loss to Auto-Owners and otherwise cooperating with Auto-Owners' investigation of the claim.

11. As a result, it is Auto-Owners' duty to pay IVA for the entire amount due under the insurance policy for the losses and damages it sustained as a result of the May 14, 2021 fire occurrence.

12. Although requested to do so, Auto-Owners has failed, refused and continues to fail and refuse to pay IVA the entire amount due and owing under the insurance policy for all of its losses and damages.

13. This breach of the insurance contract was and is the direct and proximate cause of damages to IVA in an amount in excess of \$75,000.

14. This is an action based on a "written instrument" within the meaning of the Illinois Interest Act and, therefore IVA is entitled to prejudgment interest.

WHEREFORE, Plaintiff, Illinois Vipassana Association, prays for judgment in its favor and against Defendant, Auto-Owners Insurance Company, in an amount in excess of \$75,000, plus prejudgment interest and costs.

PLAINTIFF DEMANDS A TRIAL BY JURY

Dated: May 12, 2023

Respectfully submitted,

/s/ Scott Green

Scott Green

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